



Prison to Employment Initiative  
Direct and Supportive Service Grants

Request for Applications  
#84049

November 2018

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## Section I Overview

### Introduction

The California Workforce Development Board (CWDB) is pleased to announce the availability of approximately \$34,000,000 in state general funds for the implementation of regional plans to serve the formerly incarcerated and other justice involved individuals in California. These funds will go out as grants to each of the 14 Regional Planning Units (RPUs), with up to \$14,000,000 released in Fiscal Year 2018-19, and up to \$20,000,000 released in Fiscal Year 2019-20.

In July 2018, the California Legislature approved [SB 856 \(Budget & Fiscal Review, Chapter 30, Statutes of 2018\)](#), which included \$37 million in state general funds to resource the Prison to Employment Initiative proposed by Governor Jerry Brown in his 2018 budget proposal. Funding for the Prison to Employment Initiative is intended to support regional planning efforts, fund regional plan implementation, and provide resources for direct services to the formerly incarcerated and other justice-involved individuals. It also sets aside specific resources for both supportive services and earn and learn activities.

The CWDB is interested in funding applications that advance the goals of its Strategic Plan and build workforce system infrastructure and capacity through:

- **Collaboration** among partners in development of service delivery strategies and alignment of resources to better connect the supervised population to employment.
- **Innovation** that creates new or adapts existing approaches or accelerates application of promising practices in workforce development and skill attainment.
- **System change** that utilizes these funds to incentivize adoption of proven strategies and innovations that are sustained beyond the grant period.

### Corrections-Workforce Partnership Agreement

The CWDB has entered into a formal partnership with the California Department of Corrections and Rehabilitation (CDCR), the California Prison Industry Authority (CalPIA), and the California Workforce Association (CWA), with the goal of improving labor market outcomes of the state's justice-involved and formerly-incarcerated populations. This partnership seeks to provide the state's 14 RPUs with resources that will enable those regions to better serve the formerly-incarcerated by fostering partnerships between RPUs, Local Boards, CDCR reentry service providers, CDCR Division of Adult Parole Operations, CDCR Division of Rehabilitative Programs, county probation departments, employers, and community-based organizations (CBOs) that serve formerly incarcerated and justice-involved individuals. Additional information on the partnership can be found in [Workforce Services Information Notice 17-26](#) and at the [Workforce Corrections partnership page](#) of CWDB's website.

## Prison to Employment Initiative Funds

As part of the 2018 state budget process, the California Legislature approved, and Governor Brown signed, legislation which established the Prison to Employment Initiative. The 2018 state budget included \$37 million over three budget years to fund the integration of workforce and reentry services. The first portion of these funds, Regional Planning Grants, was awarded in October 2018. Regional Planning Grant funds are intended to support the development of plans for each region's justice-involved population per the requirements set forth in the Regional and Local Planning Guidance issued in July 2018. Planning Grant funds are also intended to support thoughtful and comprehensive strategies for serving regional reentry populations, in part, through the grant funds issued through this RFA.

In addition to the aforementioned planning grant, Prison to Employment Initiative funds will be distributed to RPU's via the two grants below:

- **Regional Implementation and Direct Services Grants** to fund the implementation of regional workforce corrections plans and provide direct services provided pursuant to these regional plans
- **Regional Supportive Services and Earn and Learn Grants** to provide supportive services and "earn and learn" opportunities for justice-involved and the formerly incarcerated

This RFA covers both grants as the two are expected to function in concert with one another. Applications should articulate the relationship between strategies for improving labor market outcomes for the region's justice-involved population and strategies for connecting those individuals to the supportive services they need to in order to attain successful labor market outcomes.

### *Minimum Statutory Requirements*

Statutory program information, including authorized uses for grant funds and evaluation requirements were approved by the Legislature in [SB 866 \(Budget & Fiscal Review, Chapter 53, Statutes of 2018\)](#). Per this statute, grants are to be awarded for the following purposes:

- The development of regional partnerships and regional plans to provide and coordinate the necessary workforce, education, and related services that formerly incarcerated and other justice-involved individuals need to secure and retain employment and reduce the chances of recidivism.
- The implementation of the regional plans, including the provision of workforce, education, and related services and supportive services outlined in these regional plans.
- The provision of earn and learn opportunities for formerly incarcerated and other justice-involved individuals participating in the program.

Required partners include local workforce development boards, the California Department of Corrections and Rehabilitation Division of Adult Parole Operations, CBOs that serve the formerly incarcerated and other justice-involved individuals, and reentry service providers.

Applications that do not meet the minimum requirements may be disqualified.

## **Regional Plans**

As outlined in the [Prison to Employment Planning Grant RFA](#) and CWDB issued [Regional and Local Planning Guidance](#), each region is expected to develop a regional plan that outlines a comprehensive strategy for serving that region's formerly-incarcerated and justice-involved population. The Supportive Services and Direct Services grants are designed to provide the resources to implement the strategies outlined in the regional plan produced from the process funded by the Planning Grant. Applicants are encouraged to draw on the content of the Regional Plan update when applying for this document as there will likely be significant overlap between the strategies outlined in that plan and the applications for the Direct and Supportive Services grants due to the criteria for these grants.

Applicants should note that this RFA's deadline occurs before the federally-mandated deadline for Regional and Local Plan updates. Regions are encouraged to develop the corrections partnership component of their Regional plan modification by this RFA's deadline, as that content can be used to fulfill much of the grant criteria outlined later in this RFA.

## **Eligible Applicants**

The funds offered under this RFA are for the implementation of regional plans to serve the formerly incarcerated and other justice involved individuals in California.

Each region must designate one entity as the applicant and fiscal agent for each grant. Signature proof of this agreement must be included in the application.

## **Eligible Participants**

Funds awarded under both grants covered by this RFA are designed to address the personal development, training, and employment needs of California's justice-involved and formerly-incarcerated populations.

The term "justice-involved" is defined in Section 14040(b) of the Unemployment Insurance Code and refers to individuals (adults and juveniles) who are on parole, probation, mandatory supervision, post-release community supervision, or are otherwise part of the supervised population as defined in Penal Code §1234(d) and/or under the jurisdiction of a county or the California Department of Corrections and Rehabilitation. This also includes individuals who are on county informal probation, county deferred entry of judgement, or any other county diversion program such as drug courts, veterans courts, community courts or other specialty courts.

The term "formerly-incarcerated" is not defined in statute and for purposes of this program includes any individual who has at any time served a custody sentence in any adult or juvenile federal, state, or local detention facility; or in any alternative custody program such as home detention.

Applicants are required to submit a pre and post participant enrollment flow chart that outlines the project service delivery model as an attachment with their application. The attachment will not count towards the page limit.

## **Funding Plan**

All 14 RPUs will receive funds through this grant, and funds will be awarded in two cycles. The funding schedule will take place approximately as follows:

April 2019: First round of grant funds announced.

July 2019: Second round of grant funds announced.

Award amounts will be determined through an evaluation process conducted by the CWDB. Applications will be evaluated based on several factors, including but not limited to, the ability of the application narrative and required application materials to respond to the requirements of this RFA, the need for workforce services for the formerly incarcerated and justice-involved individuals in the applying region, the size of the post-release population, and recidivism rate in the applying region.

## **Oversight, Coordination, and Technical Assistance**

CWDB project managers will provide day-to-day oversight of each grant, high-level strategic direction, and technical assistance. The CWDB is committed to using this grant program to implement continuous improvement, innovation, and system change strategies related to serving the justice-involved population.

### *Learning Community/Community of Practice*

The Learning Community also known as the Community of Practice is a forum for grantees, staff, partners, and other key system stakeholders to share information, with the opportunity to solve problems and prioritize challenges to be addressed through dialogue and proactive thinking.

Grantees and their program partners will be expected to access peer and expert technical assistance, share successful program models and coordinate performance criteria and evaluation activities through the learning community. The CWDB will convene at least two in-person meetings during the three-year grant period, at least one of which will take place in each of Southern California and Northern California in addition to a series of virtual learning community meetings. Applicants' budget should include travel for appropriate staff to attend the in-person meetings.

### *Data and Resources*

The CWDB has compiled resources for the planning and implementation of the Initiative including a research library which consists of policy papers, promising practices, and academic literature. This can be found under the Data and Research tab on the [Corrections Workforce Partnership page](#) of the CWDB's website. New information will be added to the research library on an ongoing basis.

## **Performance**

Applicants are required to include program performance goals, targets, deliverables, and evaluation metrics that fit the justice-involved population as defined in the [Eligible Participants](#) section of this RFA. The CWDB and EDD may review and revise these performance criteria with each grantee.

## **Program Evaluation and Reporting Requirements**

Grant applicants shall provide all necessary information to local workforce development boards and the California Workforce Development Board to facilitate grant performance evaluation.

Each grant will be evaluated using the following criteria:

- (1) Ability to provide the services proposed in the grant to the number of individuals specified in the grant as evidenced by, among other things, whether the grantee completed the work proposed
- (2) Ability of individuals to successfully complete relevant programming funded under the grant as demonstrated by relevant measures directly related to the purpose of the program
- (3) Ability of individuals to transition into or be integrated into the broader workforce and education system as evidenced by enrollment in relevant programs
- (4) Ability of individuals to succeed in both the broader workforce and education system and labor market once they transition into the broader system. This shall be measured by tracking these individuals utilizing the existing performance monitoring systems and metrics governing relevant programs and outcomes once they transition into the broader system

All relevant program data is to be entered into CalJOBS.

Applying RPUs should identify a single entity responsible for ensuring all program data is captured and that data is, to the extent feasible, complete and accurate. The CWDB and EDD will issue a follow-up directive which will provide more specific information on the required data collection and reporting procedures. That directive will be released prior to the issuance of grant funds.

## **Sustainability**

In addition to the funds provided through the grants described in this RFA, several funding streams designed to serve the state's justice-involved population have become available and offer potential to further expand service offerings to this population. Applications for this grant are encouraged to include narrative detail on intended strategies for pursuing additional funds to sustain corrections-workforce partnerships beyond the life of this RFA's funding period. Additional state funds potentially available to serve the justice-involved population include, but are not limited to the [Board of State and Community Corrections Adult Reentry Grant Program](#) and [Youth Reinvestment Grant Program](#), and the Governor's Office of Business and Economic Development [California Community Reinvestment Grants Program](#). Note that the application process for drawing down these funds is separate from the application for this Initiative's funds.

## **Partnerships**

The Corrections-Workforce Partnership and Prison to Employment Initiative have been developed through state-level partnerships between CWDB, CDCR, CWA, CalPIA, and through the input of numerous stakeholders and subject matter experts. At the regional level, RPUs should take a similar approach to developing plans by reaching out to a wide range of stakeholders during the planning process, including but not limited to the required corrections partners, CBOs, reentry coalitions, and

local agencies that provide services to the justice-involved population.

Applications for funds should detail the process used to reach out to both new and existing partner organizations and the process by which input from all partners was translated into actionable strategies for outreach, intake, and provision of services to the justice-involved through an integrated network of partners. Regional and Local Planning requirements pertaining to stakeholder engagement are intended to help RPU and Local Boards develop mechanisms for ensuring adequate community input on how services will be provided to formerly incarcerated and justice involved individuals.

Successful applications will highlight the role of CBOs in the implementation of strategies funded through this Initiative, particularly CBOs with expertise in working with the justice-involved and formerly incarcerated populations and employers to ensure that individuals receive the necessary supplemental, supportive, remedial, and wrap-around services they need to successfully enter, participate in, and complete workforce and education programs and enter, be retained, and advance in the labor market. The role of local workforce development boards is to ensure a connection between CBOs and the America's Job Center of California system to integrate individuals served by CBOs under this initiative into the education system and broader workforce for employment.

Signed MOUs between partners are encouraged but not required.

## **Section II Direct Service Grants**

### **Goals, Objectives, Deliverables**

Regional Implementation and Direct Services Grants fund the implementation of regional workforce corrections plans and provide direct services provided pursuant to these regional plans. Approximately \$6 million will be released in fiscal year 2018-19, and approximately \$8 million will be released in the early part of fiscal year 2019-20.

Successful applications will clearly articulate specific goals for the number of individuals to be served, specific goals for outcomes to be attained by individuals served, and a comprehensive plan for achieving these goals through a collaborative regional network of partners. The CWDB strongly encourages applicants to discuss how lessons learned from previous grants designed to serve this population (e.g. Forward Focus, Workforce Accelerator Fund, and High Road Partnerships for Construction Careers) will be used to inform strategies funded through the Prison to Employment Initiative. Additionally, applicants are encouraged to identify existing and planned relationships with employers in in-demand industry sectors willing to hire formerly incarcerated individuals and describe existing and/or planned career pathways for individuals who have accrued work experience and/or received occupational skills training while incarcerated to transition to similar jobs post-release.

Additional application criteria can be found in Section VII.

### **Allowable Uses**

Allowable uses for Initiative funds include all services permitted under the Section 14040(f) of the



Unemployment Insurance Code, Section 14035 of the Unemployment Insurance Code, services authorized under Section 1234.3 of the Penal Code, and services authorized under the federal Workforce Innovation and Opportunity Act (WIOA) and its corresponding regulations. Note that providing the types of services allowed under WIOA does not make individuals receiving Initiative funds a reportable individual for purposes of WIOA performance reporting unless WIOA funds are braided as part of that individual's service package. CWDB will still track this data for purposes of this state program, even if WIOA funds are not used and the individual is not reportable for purposes of WIOA performance reporting. Eligible activities for initiative and grant funds include those listed below.

#### AB 1111 (Section 14035 of the UI Code)

- English language improvement training
- Basic skills and adult education
- High school diploma and GED acquisition.
- Skills and vocational training that aligns with regional labor market needs identified as part of the California Workforce Innovation and Opportunity Act regional planning process
- Work experience
- On-the-job training
- Stipends for trainees
- Earn and learn training
- Industry certifications
- Pre-apprenticeship programming offered in a manner that is consistent with the requirements of Section 14230 of the California Unemployment Insurance Code, regardless of whether the pre-apprenticeship program funding source includes California Workforce Innovation and Opportunity Act funds
- Mentoring
- Other remedial education and work readiness skills
- Supportive services under the California Workforce Innovation and Opportunity Act

#### 2060 (Section 1234.3 of the Penal Code)

- Vocational training
- Stipends for trainees
- Earn and learn opportunities for the supervised population

#### WIOA

- Basic Career Services, Individualized Career Services, and Follow-up Career Services as defined by the Workforce Innovation and Opportunity Act Joint Final Rule. See U.S. Department of Labor [TEGL 16-16](#) for additional information.

#### Implementation Activities

- In-reach to individuals transitioning from incarceration to post-release employment and/or training that entails shared client case management among the workforce development and corrections systems

- Technical assistance activities, including, but not limited to, the convening of communities of practice to identify and help replicate evidence-based practices and to help facilitate an assessment and evaluation of grant performance and initiative success

## Section III Supportive Service / Earn and Learn Grants

### Goals, Objectives, Deliverables

Regional Supportive Services and Earn and Learn Grants will provide supportive services and “earn and learn” opportunities that offer access to immediate income for justice-involved and the formerly incarcerated. Approximately \$8 million will be released in fiscal year 2018-19, and approximately \$12 million will be released in the early part of fiscal year 2019-20.

Supportive services represent the larger of the two grants in this RFA largely because justice-involved individuals face significant life challenges and generally require a high intensity of support to overcome the societal barriers of attaining employment after incarceration. Successful applications will describe how the applying region will leverage funds provided through this grant to provide a full menu of supportive services to formerly-incarcerated individuals through a well-connected network of partners with experience serving this population.

Applications should include an assessment of the demand for particular services, clearly define the services to be offered, describe the role of each service provider, and provide an overview the regional referral process that will connect individuals to the services they need with minimal burden to the individual service recipient. Partnerships with CBOs that have a history of serving justice-involved individuals are a particularly important component of supportive service strategy plans as these organizations are uniquely qualified to assist justice-involved individuals in navigating the challenges of overcoming barriers.

Additional application criteria can be found in Section VII.

### Allowable Uses

Supportive services and “earn and learn” activities which entail payment for participating in training and other workforce activities are allowable. “Supportive services” are defined in Section 14040(e) of the Unemployment Insurance Code as services that are necessary to enable an individual to successfully participate in, or receive, workforce, education, and other related services authorized under Section 1234.4(c) of the Penal Code, Section 14035 of the Unemployment Insurance Code, as well as the federal Workforce Innovation and Opportunity Act and its corresponding regulations. The term “supportive services” includes services such as transportation, child care, housing<sup>1</sup>, and needs-related payments, that are necessary to enable an individual to participate in activities that lead to employment. Note that providing the types of services allowed under WIOA does not make individuals receiving Initiative funds a reportable individual for purposes of WIOA performance reporting unless WIOA funds are braided as part of that individual’s service package.

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<sup>1</sup> Initiative funds used for housing assistance must comply with the requirements of [SB 1380 \(Chapter 847, Statutes of 2016\)](#). CWDB encourages applying RPU to explore additional funding streams for housing assistance, including those listed in the [Sustainability](#) section of this RFA.

“Earn and learn” is defined in Section 14040(a) of the Unemployment Insurance Code as the same meaning as in Section 14005(q) of the Unemployment Insurance Code. As defined, “Earn and learn” includes, but is not limited to, a program that does either of the following:

- Combines applied learning in a workplace setting with compensation allowing workers or students to gain work experience and secure a wage as they develop skills and competencies directly relevant to the occupation or career for which they are preparing.
- Brings together classroom instruction with on-the-job training to combine both formal instruction and actual paid work experience.

Note that some overlap exists between allowable uses of Direct Service funds and Supportive Service / Earn and Learn funds. RPUs may use funding from either grant for those allowable uses listed under both grants.

## Section IV Significant Dates

Event	Date*
RFA Release	November 15, 2018
Application Workshop	November 29, 2018
Q&A	Accepted and posted weekly to the CWDB's website. Final Q&A posting date – Friday, February 8, 2019. All questions must be submitted prior to the final posting date.
Applications Due	February 15, 2019 (by 3:00 PM PST)
Regional and Local Plan Modifications Due	March 15, 2019
Award Announcement (Round 1)	By April 1, 2019
Award Announcement (Round 2)	July 2019
Program Start Date (with executed contract stipulation)	May 1, 2019

*\* All dates after the final applications submission deadline are approximate and may be adjusted as conditions dictate, without addendum to this RFA.*

### Application Workshop

Notification of Application Workshop details will be sent to all local board directors. A webinar link and conference call information will be provided. Failure to attend the Application Workshop will not preclude the submission of an application. Questions will be taken during the Application Workshop and accepted via email until February 8, 2019. Emailed questions must be sent to [reentry@cwdb.ca.gov](mailto:reentry@cwdb.ca.gov). Questions and answers shall be posted on the CWDB website on a weekly basis during the solicitation period. ***Any verbal communication with the CWDB or EDD concerning this RFA is not binding on the State and shall in no way alter a specification, term, or condition of the RFA.***

## Section V Application Submission Instructions

This RFA contains the requirements that applicant must meet in order to submit a responsive application. This RFA provides information regarding the format in which applications must be submitted, the documents to be included, the requirements that must be met to be eligible for consideration, and the applicant's responsibilities.

The following are incorporated by reference as part of this RFA:

- GTC - 04/2017- General Terms and Conditions for all contracts except Interagency Agreements.

- CCC - 04/2017- Contractor Certification Clauses effective

These documents can be found on the Department of General Services website:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

#### Application Deadline

The deadline for applications is **February 15, 2019 at 3:00PM Pacific Standard Time.**

**Late applications will not be accepted.**

#### Application Delivery Method and Address

Applications must be submitted electronically to:

[reentry@cwdb.ca.gov](mailto:reentry@cwdb.ca.gov)

All applications must be submitted in one .ZIP File containing all requested forms.\*

***\*No PDF's except for documents with wet signatures.***

Please use "Prison to Employment Initiative Application" in subject line.

#### Application Questions

Questions regarding this RFA shall be sent to via email to [reentry@cwdb.ca.gov](mailto:reentry@cwdb.ca.gov). Cumulative questions and answers shall be posted to the CWDB's website on a weekly basis until **Friday, February 8, 2019.**

Please use "Prison to Employment Initiative Application" in subject line for all application/RFA related questions.

## Section VI Required Application Content

DOCUMENT NAME/DESCRIPTION	FORM PROVIDED	FORM REQUIRED		
		Implementation & Direct Services	Combined	Supportive Services & Earn and Learn
Cover Page	YES		YES	
Application Narrative	NO		YES	
Flowchart of Services	NO		YES	
Form 1: Budget Summary	YES	YES	NO	YES
Form 2: Budget Narrative	YES	YES	NO	YES
Form 3: Workplan	YES	YES	NO	YES
Form 3A: Partners Roles and Responsibilities	YES		YES	
Form 4: Participant Plan	YES	YES	NO	YES
Form 5: Worker's Compensation Certification	YES	YES	NO	YES
Form 6: CCC-307	YES	YES	NO	YES
Form 7: Darfur Contracting Act Certification (If applicable, see form for details)	YES	If applicable	NO	If applicable

Form 8: Bidder Declaration	YES	YES	NO	YES
Proof of registration with the California Secretary of State's Office.	NO	If applicable	NO	If applicable
Partnership Agreement Letter/MOU (For a sample template, see Appendix B in the RFA)	NO		NO	

## Section VII Scoring Rubric

Prison to Employment Initiative		
Section	Description	Points
I. Statement of Need	<ul style="list-style-type: none"> <li>Provide an overview of the size and demographic characteristics of the supervised population in the region</li> <li>Provide, on an annual basis, the number of formerly incarcerated individuals served by the region's workforce development system since July 1, 2016 and any data on rates of success (e.g. training completions, job placements, long term employment outcomes, wages, demographics, etc.).</li> <li>Provide an assessment of the types of services needed, and the evidence, rationale, and/or track record of success as to why those types of services are needed to help the supervised population achieve long-term employment outcomes in occupations that pay a family-sustaining, livable wage.</li> <li>Complete and attach a <b>Cover Page</b> for your combined grant application.</li> </ul>	10
II. Partnerships	<ul style="list-style-type: none"> <li>For current and planned Partnership Agreements, describe the role of each partner involved in the program design, implementation, and delivery of services. Partners must include: <ul style="list-style-type: none"> <li>Local workforce board(s) and existing regional workforce partners as specified by WSD 18-01</li> <li>Representatives of State Parole offices for the California Department of Corrections and Rehabilitation</li> </ul> </li> </ul>	20

	<ul style="list-style-type: none"> <li>○ Community based organizations</li> <li>○ County Probation Department(s) that elect to participate</li> <li>○ Labor organizations and joint labor-management partnerships</li> <li>○ Employers who have labor shortages or who have expressed a history or an interest in employing the formerly incarcerated.</li> </ul> <ul style="list-style-type: none"> <li>● Describe how the RPU will pursue a fully-integrated referral process that encompasses shared case management of justice-involved individuals, and describe how that process will ensure those individuals are able to access a full menu of services with a minimal burden on the individual, including: <ul style="list-style-type: none"> <li>○ how workforce professionals will coordinate services and referrals with representatives of State Parole and County Probation supervision</li> <li>○ how workforce professionals and/or case managers will work with CBOs and other service providers to provide peer support, mentorship, housing, transportation, food, family reunification, financial literacy, substance abuse treatment, and other supportive and direct services</li> </ul> </li> <li>● Describe existing employer partnerships that you wish to continue and/or expand on and any plans to develop new employer connections for work-based learning, training, and successful employment outcomes</li> <li>● Describe the process used to identify new partnerships, particularly with CBOs that have experience serving the formerly incarcerated and justice-involved populations</li> <li>● Describe each community-based organization's capacity to provide services to relevant target populations and provide evidence of this capacity</li> <li>● Describe outreach and recruitment methods that will be used to reach target industry employers and how this will either continue current work or create new employment opportunities based on project findings and barriers.</li> </ul>	
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	<ul style="list-style-type: none"> <li>• Describe how the RPU will facilitate information sharing among partners to evaluate the evolving service needs of the region's justice-involved population on an ongoing basis</li> <li>• Describe how partners will share best practices and lessons learned with regards to programs and service models that serve the region's justice-involved population</li> <li>• Describe the opportunity for replication or application of program successes and lessons.</li> <li>• Complete and attach the <b>Partner Roles and Responsibilities FORM 3A</b></li> </ul>	
III. Regional Implementation and Direct Service Plan	<ul style="list-style-type: none"> <li>• Describe the specific goals, objectives, and deliverables of project that will lead to improved outcomes for the justice-involved population, including success in pre-apprenticeship, apprenticeship, education (i.e. industry-recognized certificates, credentials, and degrees), job placement, etc.</li> <li>• Describe how funds provided through this Initiative will complement the work of, and integrate the individuals being served with, the broader workforce, education, and employment system within the proposed service area, and evidence that the proposal incorporates innovative strategies or proven practices for service delivery that will lead to improved outcomes, sustainability, and systems improvement.</li> <li>• Describe how regional partnerships to serve the formerly incarcerated will interface with existing regional sector pathways efforts described in existing WIOA regional plans.</li> <li>• Describe how regional partnerships to serve the formerly incarcerated will interface with existing CWDB grantees that serve this population, including Forward Focus, Workforce Accelerator Fund, and High Road Partnerships for Construction Careers grantees. Locations and contact</li> </ul>	25



	<p>information for these grantees can be found on the Workforce-Corrections interactive map located on CWDB's website.</p> <ul style="list-style-type: none"> <li>• Describe how information about priority industry sectors and occupations will be provided to partners.</li> <li>• Describe the process in which identification of and engagement with employers, industry sector partnerships, and labor-management partnerships who are willing to hire formerly incarcerated and justice-involved individuals, including those with felony convictions, and those who are currently under state or county supervision will occur.</li> <li>• Develop resources to inform employers about AB 1008 Fair Chance Hiring (McCarty, Ch.789, Statutes of 2017), the federal Work Opportunity Tax Credit, California New Employment Tax Credit, Federal Fidelity Bonding through the California Employment Development Department's state bonding services, information about CBOs and other organizations that provide job placement services for formerly incarcerated people, and the benefits of hiring formerly incarcerated people.</li> <li>• Identify and catalog employers willing to employ the formerly incarcerated and other justice involved individuals to utilize for job placement efforts. This employer list should be used as an internal resource for case managers and local workforce development professionals.</li> <li>• Describe anticipated changes to existing Memorandum of Understandings (MOUs) with AJCCs and/or new MOUs with other service providers that correspond with the requirements of this Directive.</li> <li>• Describe how new MOUs will be established with other service providers to meet the requirements of this Directive, including but not limited to addressing any challenges associated with local ordinances or policies relevant to executing new MOUs.</li> </ul>	
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	<ul style="list-style-type: none"> <li>• Describe staff and training needs of RPUs, Local Boards, and partners to adequately serve this population</li> <li>• Describe the provision of an education and training assessment for each individual of the supervised population who will participate in the project.</li> <li>• Complete and attach the <b>Implementation and Direct Services Workplan FORM 3</b>.</li> </ul>	
IV. Regional Supportive Service / Earn & Learn Plan	<ul style="list-style-type: none"> <li>• Describe strategies for offering services that are accessible to people who are likely to face the greatest challenges in the labor market such as persons with disabilities facing barriers to employment or low-income disconnected women and men with little to no previous work experience or education attainment and who require immediate income assistance.</li> <li>• Describe the types of services that are currently funded by existing, new, and prospective regional partners, the baseline levels of service (number of individuals and types of service) currently being provided in the region to individuals from this population, and how funds furnished through the Prison to Employment Initiative will modify the types and quantity of services provided. These modifications should reflect the diversity of services needed to address the evolving needs of individuals prior to and upon release.</li> <li>• Identify potential barriers to successful participation and completion of workforce education and training among the region's reentry population, and describe which supportive services (e.g. transportation, childcare, housing assistance, etc.) will be provided, the partners responsible for providing those services, and the process by which individuals will be furnished with those services. Included in this description should be a plan that articulates outreach and recruitment strategies for ensuring these services are provided to those individuals who need the services most</li> <li>• Identify existing and potential opportunities to collaborate with parole and probation partners to</li> </ul>	25

	<p>determine pre-release when formerly incarcerated individuals are being released into the community and how workforce partners will work with parole and probation to link those being released to workforce services that align with the level of support each individual needs.</p> <ul style="list-style-type: none"> <li>• Identify existing intake and case management needs for serving the justice-involved population, and describe how case managers will obtain current information about the education and training an individual received while incarcerated so as to build on both prior assessments of needs and pre-release education and training when determining which services and training to provide as well as how to best position individuals for job placement. This should include the sharing of transcripts or other training information acquired while incarcerated (e.g. certificates, diplomas, degrees, documented work experience, etc.) with LWDBs.</li> <li>• Describe how supportive services will support job retention.</li> <li>• Complete and attach the <b>Supportive Services and Earn and Learn Workplan FORM 3</b>.</li> </ul>	
V. Data Collection and Evaluation	<ul style="list-style-type: none"> <li>• Identify a single agent or entity to be responsible for ensuring all relevant program data is collected and reported. Additional guidance on required program data collection will be provided by the CWDB on or before January 15, 2019.</li> <li>• Describe the RPU's planned data collection methods and reporting procedures and how those procedures will ensure that the outcomes of justice-involved individuals in the region are tracked in accordance with the performance reporting requirements outlined in AB 1111 (E. Garcia, Chapter 824, Statutes of 2017) and the Prison to Employment Program Trailer Bill, SB 866 (Committee on Budget and Fiscal Review, Chapter 53, Statutes of 2018)</li> </ul>	10

VI. Innovation & Sustainability	<ul style="list-style-type: none"> <li>• Describe the elements or strategies to sustain the program beyond the term of the grant and/or to develop the infrastructure to increase the scale and capacity of job placement services to the supervised population.</li> <li>• Describe innovative approaches the program will use to draw funds from existing realignment or other sources</li> <li>• Describe how the program will build off of existing efforts to serve this population, create new or adapt existing approaches, and/or accelerate the application of promising practices in workforce development and skill attainment for the supervised population.</li> <li>• Identify additional sources of funding that may be accessed to supplement the funds provided by this grant and describe how regional partners will work in concert to access those funds</li> </ul>	5
VII. Budget & Participant Plans (RFA Form 1, 2 & 4)	<ul style="list-style-type: none"> <li>• Complete and attach a <b>Budget Summary FORM 1</b> for <i>each</i> grant (Implementation &amp; Direct Services and Supportive Services &amp; Earn and Learn)</li> <li>• Complete and attach a <b>Budget Narrative FORM 2</b> for <i>each</i> grant (Implementation &amp; Direct Services and Supportive Services &amp; Earn and Learn)</li> <li>• <i>Costs worksheets show costs are necessary and reasonable in conformance with Exhibit D.</i></li> <li>• Complete and attach a <b>Participant Service Delivery Flow Chart</b> – Chart that display the services to be provided to the participant before entering into the program and at the end of the program that includes the required services listed on page 6.</li> <li>• Complete and attach a <b>Participant Plan FORM 4</b> for <i>each</i> grant (Implementation &amp; Direct Services and Supportive Services &amp; Earn and Learn) – Applicants must identify the total number of participants they plan to serve and provide an estimate by quarter of services and outcomes.</li> </ul>	5

	<ul style="list-style-type: none"> <li>Complete and attach <b>FORMS 5, 6, 7</b> <i>if applicable</i>, and <b>8</b> for each grant (Implementation &amp; Direct Services and Supportive Services &amp; Earn and Learn).</li> </ul>	
<b>3 Point Penalty if Application Narrative Exceeds 10 pages Excluding Forms, Attachments and Cover Page</b>		
<b>Total Possible Points</b>		100

## **Recommendation for Funding**

It is anticipated that each region will receive one implementation/direct services grant and one supportive services grant. Both grants will be split-funded, with the first award announcement in April of 2019 and the second in July of 2019.

## ***Rejection of Application***

The State Board reserves the right to waive any immaterial deviation in an application; however, the waiver of an immaterial deviation in an application shall in no way modify the document or excuse the successful Applicant from full compliance with the application requirements after the contract is awarded.

An application shall be rejected and deemed non-responsive for any of the following:

- Received at any time after 3 p.m. Pacific Time on February 15, 2019;
- The application is incomplete or fails to meet the RFA specifications;
- The application contains false or misleading statements or references which do not support an attribute or condition contended by the Applicant. The application shall be rejected if, in the opinion of the State, such information was intended to erroneously mislead the State in its evaluation of the application;
- An itemized budget is not enclosed and/or exceeds the amount indicated;
- The Applicant has received a substantive negative contract evaluation from the State of California;
- The Applicant has had a contract with the State of California canceled due to failure to comply with the Drug-Free Workplace Act of 1990;
- It is found that the Applicant is not responsible (e.g., has not paid taxes, has no business license, has submitted an application when license is subject to suspension on the date of the application opening and/or award of the contract, or during the proposed term of the agreement, submitted an application without an authorized signature, falsified any information in the application package, or has provided poor performance on a previous contract with the State Board, etc.); or,
- It is found, upon license verification with the Contractor's State Licensing Board that an Applicant's license is subject to suspension on the date of the application opening and/or award of the contract, or during the proposed term of the agreement.

## **Disposition of Application**

1. All materials submitted in response to this RFA will become the property of the State

Board/EDD, and as such, are subject to the Public Records Act (Government Code, §6250, et seq.). The State Board and EDD will disregard any language purporting to render all or portions of any application confidential.

2. After applications are evaluated and the notices of intent to award have been posted, all applications shall be available for public inspection. However, the contents of all applications, draft RFA's, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of an Applicant's application shall be held in the strictest confidence until the award is made. The State Board and EDD shall hold the content of all working papers and discussions relating to an application confidential indefinitely, unless the public's interest is best served by disclosure because of pertinence to a decision, agreement, or the evaluation of an application. An applicant's disclosure of this subject is a basis for rejecting an application and ruling the applicant ineligible to participate further in the process.
3. The State Board/EDD may return an application to an Applicant upon written request after **conclusion of** the bid process.

## Appendix A – Sample Standard Agreement

### STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**California Workforce Development Board (State Board) and Employment Development Department (EDD)**

CONTRACTOR'S NAME

(Successful Respondent)

2. The term of this Agreement is: 24 Months or upon final approval

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work page(s)

Attachment A-1, Specifications page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Attachment B-1, Budget Summary

Attachment B-2, Budget Narrative

Exhibit C\* – General Terms and Conditions GTC 04/2017

Exhibit D\* – Special Terms and Conditions page(s)

Exhibit E\* – Request for Application (RFA) No. 84049 page(s)

Exhibit F\* – Contractor's Response to RFA No. 84049 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

#### CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

[?]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

#### STATE OF CALIFORNIA

AGENCY NAME

California Workforce Development Board

BY (Authorized Signature)

[?]

PRINTED NAME AND TITLE OF PERSON SIGNING

Laura Caputo, Operations Manager

ADDRESS

800 Capitol Mall, Suite 1022, Sacramento, CA 95814

CALIFORNIA  
Department of General Services  
Use Only

☐ Exempt per:



## **Appendix A – Sample Standard Agreement**

### **Exhibit A of Sample Standard Agreement**

#### **SCOPE OF WORK**

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as State Board, and XXXXXXXXXXXX, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with Request for Application (RFA) No. 84049.
2. The project representatives during the term of this agreement will be:

#### **State Agency**

California Workforce Development Board

Attn: Laura Caputo

800 Capitol Mall, Suite 1022

Sacramento, CA 95814

Phone: (916) 653-3698

#### **Contractor**

## Appendix A – Sample Standard Agreement

### EXHIBIT B of Sample Standard Agreement

#### **BUDGET DETAIL AND PAYMENT PROVISIONS**

This is a cost reimbursement Agreement. Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed the Agreement, with the latest signature date being the date of final approval.

#### **A. Invoicing and Payment**

1. For services satisfactorily rendered and upon receipt and approval of the invoices, State Board agrees to compensate the Contractor in accordance with Attachment B-1, Budget Summary. The total amount of this Agreement shall not exceed XXXX Dollars and XXXX Cents.
2. Invoices shall be submitted monthly in triplicate, in arrears, and must reference the following:
  - The EDD/CWDB Contract Number
  - Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
  - Accurate billing address as stated on the purchase order or contract
  - Supplier invoice date
  - Company name and remittance address

Invoices shall be remitted to:

California Workforce Development Board  
Attn: Laura Caputo  
800 Capitol Mall, Suite 1022, MIC 45  
Sacramento, CA 95814

3. The Grantee is responsible for ensuring that invoices submitted to the EDD claim actual expenditures for eligible project costs under **Attachments B-1 and B-2**. The Grantee shall, upon demand, remit to the EDD any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

#### **B. Budget Contingency Clause**

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government

## **Appendix A – Sample Standard Agreement**

or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature do not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The State Board has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

### **C. California Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

### **D. Withholding of Grant Disbursements**

1. The CWDB and EDD may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.
2. The CWDB and EDD will not reimburse the Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CWDB and EDD may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
3. In the event that grant funds are withheld from the Grantee, the CWDB's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the situation leading to the withholding.

## Appendix A – Sample Standard Agreement

### Attachment B-1 Budget Summary of Sample Standard Agreement

Grantee					
Budget Line Item		Admin*	In House Program	Contracted Program	Total
1	Staff Salaries and Fringe Benefits				\$0.00
2	Staff Travel				\$0.00
3	Operating Expenses				
	- Facilities Rent				\$0.00
	- Office Supplies				\$0.00
	- Communications				\$0.00
	- Other (Describe)				\$0.00
4	Equipment Purchases & Furniture				
	- Purchases				\$0.00
	- Leases				\$0.00
5	Testing/Instructional Materials				\$0.00
6	Tuition Payments/Vouchers				\$0.00
7	Training Costs				\$0.00
8	Supportive Services				\$0.00
9	Indirect Costs				\$0.00
10	Other Program Services				\$0.00
11	Contracts				\$0.00
Total Budget Amount		\$0.00	\$0.00	\$0.00	\$0.00

	Total Cost	Percentage
Total Admin*	\$0.00	
Total Program	\$0.00	
Total Budget Amount	\$0.00	

## Appendix A – Sample Standard Agreement

### Attachment B-2 Budget Narrative of Sample Standard Agreement

<b>Grantee</b>				
<b>Budget Line Item 1 - Staff Salary and Fringe Benefits Charged to Project</b>				
<b>List job titles of staff working on project (FTE)</b>	<b>Salaries</b>	<b>Fringe Benefits</b>	<b>Benefits %</b>	<b>Total</b>
				\$0.00
				\$0.00
				\$0.00
<b>Subtotal</b>	\$0.00	\$0.00		\$0.00
<b>Budget Line Item</b>		<b>Narrative Detail</b>		<b>Budget Amount</b>
2	<b>Staff Travel</b>			
3	<b>Operating Expenses</b>			
	- Facilities Rent			
	- Office Supplies			
	- Communications			
	- Other (Describe)			
4	<b>Equipment Purchases &amp; Furniture</b>			
	- Purchases			
	- Leases			
5	<b>Testing/Instructional Materials</b>			
6	<b>Tuition Payments/Vouchers</b>			
7	<b>Training Costs</b>			
8	<b>Supportive Services</b>			
9	<b>Indirect Costs</b>			
10	<b>Other Program Services</b>			
11	<b>Contracts</b>			
<b>Total Budget Amount of Awarded Fund</b>				<b>\$0.00</b>

	<b>Amount</b>	<b>Percentage</b>
<b>Total Admin</b>		
<b>Total Program</b>		

## **Appendix A – Sample Standard Agreement**

### **Exhibit D Special Terms and Conditions of Sample Standard Agreement**

#### **1. Subcontractors or Subgrantees**

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors or subgrantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or subgrantees is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

#### **2. Termination Clause**

This Agreement may be terminated by State Board for any reason by giving written notice 30 days prior to the effective date of such termination.

#### **3. Advance Work**

This is a cost reimbursement Agreement. Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed the Agreement, with the latest signature date being the date of final approval. Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

#### **4. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

#### **5. Workforce Innovation and Opportunity Act**

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Parts 37 and 38.

#### **6. Disputes**

If the Grantee disputes an action of the EDD and/or CWDB in the administration of this Grant Agreement, the Grantee may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from Grantee of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

## **Appendix A – Sample Standard Agreement**

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Executive Director.

### **7. Duty to Cooperate**

Contractor shall cooperate with the State Board and EDD with regard to the performance of this agreement.

### **8. Date Requests**

Contractor shall cooperate with the State Board and/or EDD to provide timely responses to any requests for data and/or reports the Legislature and/or the State Board deems necessary for the evaluation of the grant program. Such data may include individual program participant data. Contractor further understands and agrees that this data will be shared with the Legislature and other stakeholders. The Legislature may request data and/or reports at any time.

9. Contractor is responsible for the project activities identified in the original Grant Application submitted to the State Board and EDD, which is attached to and made a part of this Agreement. Review and approval by the State Board and EDD is solely for the purpose of proper administration of grant funds by EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.

10. Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the Grant Application, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

11. Contractor agrees to procure all permits, resolutions, and/or licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of project work.

### **12. Travel Clause**

The travel and per diem shall be set in accordance with California Department of Human Resources for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from State Board.

13. Grantee shall cooperate with CWDB and EDD with regard to the performance of this agreement.

### **14. Consultant–Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationship with any governmental entity.

### **15. AVOIDANCE OF CONFLICTS OF INTEREST BY CONTRACTOR**

A. Consultants are advised that that Political Reform Act prohibits public officials, which include

## Appendix A – Sample Standard Agreement

consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Government Code § 87100; see Government Code § 81000 and Government Code § 1090 et seq.). For purposes of this contract, consultants are defined as any individual performing work under this contract.

- B. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- C. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- D. During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days.
- E. Failure to disclose a relevant financial interest on the part of the consultant will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with the Public Contract Code section 12102(j).
- F. The EDD may request additional information regarding a consultant's economic interests. If the additional information is not provided to the satisfaction of the EDD, then the Contractor must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph (d).
- G. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a lobbyist, and being responsible for the costs of the litigation, including attorney's fees.
- H. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.

All consultants providing work under this agreement shall include a completed Statement of Economic Interests, Form 700 (<http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2017-18/Form%20700%202017-2018.pdf>) at the time of award. For purposes of this contract, consultants are defined as any individual performing work under this Contract. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.



## **Appendix A – Sample Standard Agreement**

### **20. Change in Contractor Staff**

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with CWDB. All replacements are subject to CWDB approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this contract. CWDB has the right to request removal and/or replacement of Contractor resources.

## Appendix B – Memorandum of Understanding Instructions and Sample Template

### **WHEN DO I NEED A MEMORANDUM OF UNDERSTANDING?**

***A MEMORANDUM OF UNDERSTANDING should be used when you submit a solicitation for application involving a collaborative partner(s) that agrees to provide a non-financial exchange that will enhance the project. Examples include: a work station for an out-stationed advocate or training for staff/volunteers.***

### **Memorandum of Understanding Instructions**

A Memorandum of Understanding (MOU) is required of an agency when an application for funds includes an explicit non-financial collaboration with partnering organizations. The MOU provides documentation that demonstrates the organizations have consulted and coordinated the responsibilities of their grant activities.

The following elements should be considered when constructing an MOU:

- Describe each partner agency and their history and/or role in working with the supervised population;
- State the purpose of the MOU;
- Clearly describe the agreed upon roles and responsibilities each organization or agency will be providing to ensure project success. The roles and responsibilities should align with project goals, objectives and target outputs;
- Describe past history (if any) in working with each agency, the nature of the relationship, and outcome(s) of any collaborated efforts;
- Identify the staff responsible for completing the specific responsibilities, this should include meeting application reporting requirements;
- Describe how the collaboration/partnership benefits the project;
- Describe the resources each partner would contribute to the project. This can be contributing staff time, making in-kind contributions, delivering services, offering training or expertise, etc.;
- Provide a statement that the lead agency accepts full responsibility for the performance of the collaborative organizations/agencies; and
- The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.

## Appendix B – Memorandum of Understanding Instructions and Sample Template

### Sample Partnership Agreement Template

**All *italicized* sentences are considered instructions and should be deleted prior to the submission of the final MOU.**

This Memorandum of Understanding (MOU) is entered into by and between: *Provide the agency name and a brief description of each agency.*

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- A. Purpose.** *State the purpose of the MOU. Include statements that explain how the collaborative relationship enhances or benefits the Applicant’s program;*
- B. Roles and Responsibilities.** *Clearly describe and delineate the agreed upon roles and responsibilities each organization or agency will be providing to ensure project success. The roles and responsibilities should align with project goals, objectives and target outputs. This may be contribution of staff time, in-kind contributions of space or materials, delivery of program services, provision of training or staff expertise, etc.*

Agency A agrees to:

Responsibility/Activity	Responsibility/Activity

Agency B agrees to:

Responsibility/Activity	Responsibility/Activity

- C. Reporting Requirements.** *Describe who will be responsible for collecting, collating and submitting data as per the project target outputs and outcomes.*

## Appendix B – Memorandum of Understanding Instructions and Sample Template

**D. Leverage Resources.** *Identify the leverage sources and describe how the partnership will utilized the funds for the project.*

**E. Timeframe.** *Clearly state the time period that this MOU will be in effect.*

This MOU will commence on \_\_\_\_\_ and will dissolve at the end of the grant funding period on \_\_\_\_\_.

**F. Confidentiality.**

In order to ensure the safety of clients, all parties to the Memorandum of Understanding agree to adhere to the confidentiality expectations as outlined in the Grant Agreement.

The designated lead agency accepts full responsibility for the performance of the collaborative organizations/agencies.

This Memorandum of Understanding is the complete agreement between \_\_\_\_\_ and \_\_\_\_\_ and may be amended only by written agreement signed by each of the parties involved.

*The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.*

### **AGENCY A**

Authorized Official: \_\_\_\_\_  
Signature Date

Printed Name and Title: \_\_\_\_\_

Agency name: \_\_\_\_\_

### **AGENCY B**

Authorized Official: \_\_\_\_\_  
Signature Date

Printed Name and Title: \_\_\_\_\_

Agency name: \_\_\_\_\_

### **AGENCY C**

## Appendix B – Memorandum of Understanding Instructions and Sample Template

Authorized Official: \_\_\_\_\_  
Signature Date

Printed Name and Title: \_\_\_\_\_

Agency name: \_\_\_\_\_

## **Appendix C – Application Forms (Excel Spreadsheet)**

The completed application forms must be included with your response. The forms can be downloaded on the State Boards website at the following address:

<https://cwdb.ca.gov/workforce-corrections-partnership/>

## Appendix D – Allowable Expenditures Guidance

### **Allowable Cost**

All allowable costs must meet three primary criteria:

1. Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations;
2. The cost must be allocable to the funding source activities; and
3. The cost must not be a general expense required to carry out the grantee's overall responsibilities (not supplanting).

However, even if the costs meet the prior three criteria, the costs must be approved within the application workplan and budget of the grantee otherwise the costs are not allowable. Also, the State has the discretion to impose special conditions above and beyond the funding source which would also determine allowability of cost.

### ***While the proposed cost is allowable under the funding source is it also reasonable?***

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are: necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

### ***What are the guidelines of Allocable?***

Allocable is defined by the dictionary as: capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Above and beyond this definition allocable also means that the cost must be related to the activities identified in the approved workplan.

### **Supplanting**

General funds may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

### **Allowability of General Costs**

The Table 1 below is a synopsis of rules to determining allowability of costs. The rules in their entirety can be found in (Title 2 Code of Federal Regulations (2 CFR Parts 215 and 220)

[http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105\\_a21.pdf](http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105_a21.pdf)

## Appendix D – Allowable Expenditures Guidance

However, the intent of the RFA must be followed, the cost must be necessary, reasonable, allocable and not supplanting, and any additional cost restrictions identified in the RFA would supersede allowable costs within this document.

**Table 1 - Allowability of General Costs**

Allowable	Unallowable
<p><b>Advertising Costs</b> are those that are solely for:</p> <ol style="list-style-type: none"> <li>1. The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored;</li> <li>2. The procurement of goods and services for the performance of a sponsored agreement;</li> <li>3. The disposal of scrap or surplus materials acquired in the performance of a sponsored agreement except when non- Federal entities are reimbursed for disposal costs at a predetermined amount; or</li> <li>4. Other specific purposes necessary to meet the requirements of the sponsored agreement.</li> </ol> <p><b>Public Relations Costs</b> are those that are solely for:</p> <ol style="list-style-type: none"> <li>1. Costs specifically required by the sponsored agreement;</li> <li>2. Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or</li> <li>3. Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.</li> </ol>	<p><b>Advertising and Public Relations Costs</b> include the following:</p> <ol style="list-style-type: none"> <li>1. All advertising and public relations cost unless specified as allowable;</li> <li>2. Costs of meetings, conventions, convocations, or other events related to other activities including:               <ol style="list-style-type: none"> <li>a. Costs of displays, demonstrations, and exhibits;</li> <li>b. Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and</li> <li>c. Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;</li> </ol> </li> <li>3. Costs of promotional items and memorabilia, including models, gifts, and souvenirs;</li> <li>4. Costs of advertising and public relations designed solely to promote the institution.</li> </ol>
<b>Audit Costs</b> (can be included in indirect cost)	<b>Alcoholic Beverages</b>
<b>Communication Costs</b> (telephone, telegrams, postage, messenger)	<b>Alumni Activities</b>
<b>Personnel Services</b>	<b>Bad Debts</b>
<b>Equipment Costs</b> that are within the objectives of this RFA will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability	<b>Entertainment Costs</b>
<b>Materials &amp; Supply Costs</b> (only those actually used for performance of sponsored agreement)	<b>Contingencies</b>
<b>Meetings and Conferences</b> primary purpose of dissemination of technical information are allowable. This includes costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences.	<b>Losses on Other Sponsored Agreements or Contracts</b>
<b>Supportive Services and job readiness costs</b> that bridge activities leading to enrollment in long-term training programs that can include services to pre-eligible participants for entry into the program.	<b>Lobbying</b>
<b>Travels</b> (In-state and <u>approved</u> out-of-state travel and follow state travel rate set in accordance with California Department of Human Resources)	<b>Out-of-State Travels</b> without prior approval



## Appendix D – Allowable Expenditures Guidance

The Service Cash Invoice (SCI) templates (Appendix D, Exhibit A) is to be used by the contractor to request reimbursement from the California Workforce Development Board (CWDB) through the Employment Development Department (EDD) for allowable costs incurred while providing contract services to CWDB applicants/consumers. The SCI must be prepared and submitted **monthly** as designated in the Sample Standard Contract, Appendix A, Exhibit B. SCI's in any fiscal year (July 1 to June 30) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than June 30, in order to make payment for that performance prior to the close of the State fiscal year to prevent reversion of appropriated funds.

SCI's will be reviewed by the EDD project management team to ensure current and Cash/In-Kind (leveraged) expenditures are being reported appropriately. The contractor must report on the SCI Form their leveraged funds as advised in their executed contract. If leveraged funds are not being utilized, the EDD/CWDB will contact the contractor to assist in resolving any issues.

A sample of the official SCI form ([page 22 and 23](#)) is included for reference. An electronic version of the SCI form may be requested from the EDD Contract Administrator.

### A. Date of Request

Fill in the date that the SCI form is being submitted for reimbursement.

### B. Invoice #

Provide the current invoice # appropriate for the SCI. *(Example: If the contractor is submitting their first invoice, the invoice # is: 1. If the contractor is submitting their fifth invoice, the invoice number is: 5)*

### C. Invoice Period: From : To:

Provide the date range of which the SCI form is requesting reimbursement for from the EDD. List the month, day, and year for which reimbursement is being requested. (Example: From: June 1, 2016 To: June 30, 2016 should auto-populate to state From: 6/1/16 To: 6/30/16)

### D. Contract #

Provide the contract # / Agreement Number as listed on the executed contract that was assigned by the EDD. This number is the seven-digit number with a leading alpha character found in the upper right-hand corner of the signed copy of the Standard Agreement (STD213). A new contract number is assigned each year for a single-year contract. If the current contract is amended, the same contract number will be used for the duration of the amended contract. For a three-year contract, the same contract number will be used for all three years. The correct number is required for the SCI to be processed / paid.

### E. Awardee Name, Full Address and Contact Information

Include the Awardee name and address on the SCI. The contractor name and billing address must agree with the name and billing address as listed on the STD213. Payments will only be sent to the contractor billing address identified on the STD213. Please identify the Invoice

## Appendix D – Allowable Expenditures Guidance

contact (person completing the invoice) name including Phone Number and Email Address. The identified invoice contact person will be contacted if EDD/CWDB has any questions/concerns regarding a specific invoice.

**Note: If the Contractor billing address is incorrect or has changed, the contractor must submit a change of address request in writing to the EDD Contract Administrator. Copies will be forwarded to the EDD Central Office Accounting – Contracts and Procurement Section, as well as the CWDB Services Section.**

### VI. Line Item Expenditure Reporting

Each line item is **exactly** titled as in your contract Budget Summary Attachment B-1. It is also **in the same sequence** as listed on the Budget Summary Attachment B-1. Do not combine or separate budget line items. Here is a list of things to consider when reporting expenditures;

- A. Use your Budget Summary Attachment B-1 to assist you in aligning your expenditures with your approved budget.
- B. Only report expenditures on line items that have been budgeted for. Where there is not an allocated budget amount listed for an applicable line item, please ensure that program “does not” request reimbursement for that applicable line.
- C. Do not exceed expenditures over the amount of budget in any particular line item.
- D. Report current expenditures (Monthly) in the column entitled “Current Expenditures”. If this is the first report, then input the same current expenditure amounts into the 2<sup>nd</sup> column titled “YTD Expenditures”. If this is a second report or any thereafter, report current expenditures (Monthly) in the column entitled “Current Expenditures”. For “YTD Expenditures”, refer back to the prior month report and add YTD Expenditures from the prior month with the current expenditures (monthly). This total should reflect the cumulative expenditure level for current YTD Expenditures.
- E. Repeat the same procedures listed A through D to report your Leveraged Expenditures. In addition, check the appropriate box to identify if the leveraged funds are Cash or In-Kind.
- F. Grand Totals are calculated by formula in line 16.

### VII. Authorized Contractor Signature

The authorized contractor representative prints their name, provides their title, signs, dates the SCI and submits the original via mail or via email in pdf format to the EDD Project Manager assigned to the program. The authorized contractor representative is the person(s) designated on the Grant/Contract Signature Authorization (Appendix A) form in the approved contract. If more than one page is necessary, the signature block is only required on the last page of the SCI.

### VIII. EDD Contract Administrator Review and Approval

The EDD Project Manager reviews the SCI to determine whether costs billed appear reasonable and are submitted in compliance with the contract. When the SCI is approved, the EDD Project Manager will print, sign and date the SCI signifying that the costs billed appears reasonable and forwards the invoice to the CWDB for further review/authorization. The CWDB Administrator makes a final review of the SCI and once approved forwards to the EDD Accounting Services Section for payment.

## Appendix D – Allowable Expenditures Guidance

### IX. Invoice Dispute

If the EDD Project Manager has questions or concerns regarding the allowability or appropriateness of any amounts claimed, an attempt will be made to make contact with the contractor and/or return the invoice in question to the contractor. The contractor will have to rectify any/all issues brought upon by the EDD Project Manager and resubmit the corrected SCI.

#### COMMON CONTRACT INVOICE ERRORS

Below is a listing of the most common Service Cash Invoice errors that cause delay in processing payment of contract invoices.

- Programs not having a sufficient invoice / YTD tracking system therefore Computation errors or YTD totals submitted on invoice are incorrect.
- Program not inputting correct invoice number for applicable month. (Example: Reference to letter B.)
- Incorrect contract number. Always use the current contract number located in the top right corner of the Standard Agreement (STD213) corresponding to the period billed.
- The Contractor name does not agree with the Contractor name on the contract Standard Agreement (STD213).
- Invoice totals, address, and authorized signatures not on page 2 or the final page for multiple page invoices.
- Invoice not signed by the Contractor
- SCI's cannot be processed if changes are made with correction fluid/tape or if any other alterations are made which make it impossible to read the original dollar amount or signatures. Corrections made in writing versus electronically therefore figures are not readable / legible. Recommend that all revisions to invoice be completed electronically for clarity.
- Contract / budget modifications not authorized, therefore resulting in program invoice being submitted with multiple errors.
- Contract / budget modifications being authorized but the program invoice contact and EDD project manager not being made aware. Therefore program invoice contact submitting invoices with multiple errors.
- Date of Request not corrected to reflect the date a corrected invoice is sent to the EDD Project Manager.
- Knowledge of invoice guidelines and requirements not being transferred / provided to a new invoice contact / accountant. Results in incorrect correct invoice being submitted.
- Program listing the incorrect To: From: dates to reflect monthly versus quarterly invoice.

## Appendix D – Allowable Expenditures Guidance

### Exhibit A – Service Cash Invoice



Workforce Services Branch  
722 Capitol Mall, room 5099  
Sacramento, CA 95814

### "CONTRACT GRANT NAME" SERVICE CASH INVOICE



I. Date of Request: <input type="text"/>		<div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p>(Approval Stamp For APG)</p>																																																																																																																					
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## Appendix D – Allowable Expenditures Guidance

### Exhibit A– Service Cash Invoice

#### AB 2060 Supervised Population Workforce Training Grant SERVICE CASH INVOICE

**Leverage Funding**

**Notes** (if applicable): \_\_\_\_\_

**Grantee Certification:** I certify that to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purposes of the program.

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Send electronic submittal to (Applicable EDD PM Email address) or FAX Cash Invoice to Attn: (Applicable EDD PM Name and Fax Number).  
Service Cash Invoices will be processed weekly.

#### (EMPLOYMENT DEVELOPMENT DEPARTMENT APPROVAL FOR PAYMENT)

Project Mgr Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Project Mgr. Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### (CALIFORNIA WORKFORCE DEVELOPMENT BOARD APPROVAL FOR PAYMENT)

Program Mgr Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Program Mgr Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(CWDB will provide final approval stamp and signature on the Approval Stamp for APG section on page 1)